

# Terms of Use

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 [rolahealth.com/terms-of-use](https://rolahealth.com/terms-of-use)

Welcome to the ROLA HealthShare, Inc., (with its affiliates, collectively referred to as “ROLA”) website and thank you for visiting. This Terms of Use Agreement (“Agreement”) governs your use of <https://rolahealth.wpengine.com> and other websites, online locations and apps of ROLA (the “Sites”). Through this Agreement, ROLA grants you permission to use the Sites subject to the terms of this Agreement. This Agreement forms a legally binding agreement between you and ROLA HealthShare, Inc. that is effective as if you had signed it. If at any time you do not agree to these terms, please do not access or use the Sites or any content.

## 1. NO MEDICAL ADVICE ON SITES

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The Sites provide general background and educational information. This information is not provided in the course of a professional relationship between a health care provider and a patient. It is not intended to be, and should not be used as, a substitute for medical treatment by a health care professional.

ROLA HealthShare, Inc. will not make a diagnosis of your condition or recommendation about a course of care or treatment for your particular circumstances through the use of the Sites. You should not assume that information on a particular topic on the Sites is complete or up to date.

Content, such as words, pictures, videos, and other material found on the Sites, is for informational use only.

Information provided through the Sites is not intended to take the place of advice from your doctor or other health care professionals on care, diagnosis or treatment. Always speak with your doctor or other health care professionals about any questions you may have about a medical problem. Never ignore your doctor’s advice or wait to get medical help because of something you have read on the Sites. If you think you may have a medical emergency, call your doctor or dial 911 immediately.

## 2. ACCEPTANCE OF AGREEMENT

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You must agree to this Agreement before you access, browse or use the Sites. Your use of the Sites is conditioned upon your acceptance of the terms set forth in this Agreement. If you do not agree to the terms set forth in this Agreement, you may not use the Sites.

By undertaking any of the following actions, you agree to be bound by the terms of this Agreement:

using the Sites;

- registering to create an online account on a Site as described below; or
- clicking that you accept or agree to these terms if presented with the option to do

By agreeing to this Agreement, you acknowledge and agree that you have read, understand and accept the terms described below and you agree to be bound by these terms and all terms, policies and guidelines incorporated in the Agreement by reference.

### **3. YOUR USE OF THE SITES**

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The Sites are directed to individuals residing in the United States. You may use the Sites for personal or non-commercial purposes only. Any commercial use of the Sites or content, such as selling content, posting information on another website or otherwise copying, publishing or distributing the content for commercial use, is prohibited. You may not modify the Sites, or remove or obscure any acknowledgements, credits, or notices on the Sites.

Use of the Sites by children under the age of 13 is prohibited, without your parent or guardian. By using the Sites, you warrant that you are 13 years of age or older. If you provide information to a Site, you warrant that you are 18 years of age or older, or your parent or guardian is controlling the use of this site, with you. If you are 13-17 years of age, you may access the Site, but you may not submit any information and you warrant that you have the permission of your parent or guardian who agrees to this Agreement on your behalf.

In addition, in using the Sites you agree not to:

- frame all or part of any Site, or use automated devices to search or scrap the Sites;
- change or delete any proprietary notices from materials downloaded or printed out from the Sites;
- systemically download or print materials from the Sites;
- transmit or provide any data from the Sites to a third party;
- use the Sites in a manner or for any purpose contrary to any applicable law;
- upload or transmit any communications or content of any type that infringes or violates any rights of any party;
- use the Sites as a means to distribute advertising or other unsolicited material to any third party;
- post material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by ROLA HealthShare, Inc. in its sole discretion;
- impersonate another person on the Sites or through use of the Sites.

Additional terms may apply to sweepstakes, contests, surveys or other activities that may be offered on the Sites.

### **4. REGISTRATION AND ACCOUNTS**

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Some services offered on the Sites may require that you register to create an account. You must provide complete and accurate information during registration, including your first name, last name, date of birth, zip code, social security number and email address, and update your information should it change in the future.

You must maintain the confidentiality of your username and password. You agree to immediately notify ROLA at [Hey@rolashare.org](mailto:Hey@rolashare.org) of any unauthorized use of your username or password or any other breach of security. If a password is lost or stolen, it is your responsibility to change the password, and immediately notify ROLA. ROLA HealthShare, Inc. may assume that any use of your password is made and authorized by you.

## **5. ROLA HEALTHSHARE'S PROPRIETARY RIGHTS**

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ROLA or its licensors own and retain all right, title, and interest to the Sites, their content, and any updates that may be provided to you under this Agreement. Any unauthorized use of the Sites, their content or updates is strictly prohibited and may be a violation of law.

All text, graphics, code, data, audio, video or other content on the Sites is protected by United States and international copyright laws. You may download and reprint a single copy of materials from the Sites only for your personal, non-commercial use, provided you include all applicable acknowledgements, credits or notices. Any other use of the content is strictly prohibited without the prior written permission of ROLA and its licensors.

™ are trademarks of Rola HealthShare, Inc. Other marks, slogans and logos of ROLA or its licensors included on the Sites are also trademarks of ROLA or its licensors, and protected under United States law.

## **6. PRIVACY AND COLLECTION OF INFORMATION**

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ROLA collects information about you through your use of the Sites. By using the Sites, you agree that ROLA may collect, retain, use and share information collected through your use of the Sites in accordance with the [ROLA Privacy Practice](#), which is incorporated by reference in this Agreement.

## **7. LINKS TO OTHER SITES**

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The Sites may contain links to other websites or online locations, and other websites or online locations may provide links to the Sites. These links are provided for your convenience only. ROLA does not control these other websites or online locations and assumes no liability or responsibility for them, including any content or services provided to you by them or links from them. You should not consider any link to or from another website or online location as an endorsement by ROLA unless ROLA expressly states so. ROLA may take down or block links at any time in its sole discretion.

## **8. USER CONTENT**

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The Sites may include features which allow users to submit content that others can access, both within the Sites and through social media, apps, APIs and the like. You retain any rights you hold in content that you submit. All content submitted to the Sites is the sole responsibility of the user who submitted the content. ROLA may or may not screen, review, monitor or respond to any content submitted to the Sites by users, and is not responsible for the accuracy or truthfulness of any user content. However, ROLA reserves the right to edit, block, or remove any content at any time. Use of or reliance on user content is entirely at your own risk.

By submitting content to the Sites, you grant ROLA a royalty-free, perpetual, irrevocable, worldwide license, without further compensation, to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, and distribute such content. This license continues indefinitely beyond termination of this Agreement for any reason by any party. You warrant and covenant that the content you submit is true, your own original work, and does not violate any applicable law, infringe or violate any other person's or entity's rights, or require any third party releases or any payment to a third party.

## **9. GOVERNING LAW**

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This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to choice of law principles. If any claim or action is initiated by you or on your behalf directly or indirectly arising from this Agreement or related to the Sites, you irrevocably agree to submit to the exclusive personal jurisdiction of the state or federal courts located in or serving Orange County, California. You waive any jurisdictional, venue or inconvenient forum objections to such courts. Any such claim or action will be brought individually and not on a class-wide basis. You knowingly waive any right to participate in any form of "class," "joint" or "representative" litigation (including in any "private attorney general capacity") against ROLA concerning any such action or claim.

If any of the provisions of this Agreement are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

## **10. MODIFICATION OR TERMINATION OF AGREEMENT OR SITES**

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ROLA may, in its sole discretion, change or modify any of the terms contained in this Agreement at any time by posting changes at [Terms of Use](#) (or another URL that ROLA may provide from time to time). You are advised to regularly review the Agreement for updates. You can determine when the Agreement was last changed by referring to the "Last Revised" legend at the top of this page. Each time you access, use or browse the Sites, you signify your acceptance of the then-current Agreement.

ROLA may, in its sole discretion, terminate your access to the Sites, or any portion thereof, or discontinue providing the Sites, or any portion thereof, with or without notice. These actions are in addition to and not in lieu or limitation of any other right or remedy ROLA may have available at law. ROLA will not be liable to you or any third party for any such termination or discontinuance. Your sole and exclusive remedy for dissatisfaction with the Sites is to stop using the Sites.

## **11. DISCLAIMERS AND LIMITATION OF LIABILITY**

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THE SITES AND ALL CONTENT ON THE SITES IS PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING

FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. ROLA MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THE SITES. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE SITES AND CONTENT IS AT YOUR SOLE RISK.

ROLA MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SITES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE SITES IS FREE OF VIRUSES OR OTHER HARMFUL CODE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ROLA DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND FURTHER DISCLAIMS ALL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITES OR THE CONTENT, EVEN IF ROLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

## **12. INDEMNIFICATION**

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YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ROLA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS, LICENSEES, SERVICE PROVIDERS, SUPPLIERS, VENDORS, ACTIVITIES PARTNERS, SPONSORS, MERCHANTS, ADVERTISERS AND OTHERS ACTING IN CONCERT WITH THEM, FROM AND AGAINST ANY LOSS,

LIABILITY, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR USE OF OR RELIANCE ON THE SITES OR ANY CONTENT, PRODUCTS, SERVICES, BRANDS, OR ACTIVITY, YOUR DEALINGS IN CONNECTION WITH THE SITES OR ROLA, OR YOUR SUBMISSION(S) OF ANY MATERIALS TO THE

SITES OR ROLA; (B) YOUR VIOLATION OF THIS AGREEMENT, ANY APPLICABLE LAWS, OR THE RIGHTS OF ROLA OR ANY THIRD PARTY; OR (C) ANY ACTIVITY RELATED TO YOUR ACCOUNT OR PASSWORD, IF ANY.

### **13. Miscellaneous Provisions**

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This Agreement sets forth the entire understanding and agreement between ROLA and you with respect to the Sites. ROLA's failure to ROLA with respect to a breach by you or others of this Agreement does not waive ROLA's right to ROLA with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or your rights or obligations under this Agreement without the prior written consent of ROLA. There are no third party beneficiaries to this Agreement.

### **14. NOTICE REQUIRED BY CALIFORNIA LAW**

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Pursuant to California Civil Code Section 1789.3, users are entitled to the following specific consumer rights notice:

The name, address and telephone number of the provider of the Sites is ROLA #4 Hutton Centre Drive, Suite 750, Santa Ana, CA 92707, 866-552 ROLA (7652).

Complaints regarding the Sites or content or requests to receive further information regarding use of the Sites or content may be sent to the above address or to [Hey@rolashare.org](mailto:Hey@rolashare.org).

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite S202, Sacramento, CA 95834 or by telephone at 916-574-7950 or 800-952-5210.

### **15. QUESTIONS**

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If you have questions about this Agreement or the Sites, you may contact us at [Hey@rolashare.org](mailto:Hey@rolashare.org), 866-552 ROLA (7652), or ROLA #4 Hutton Centre Drive, Suite 750, Santa Ana, CA 92707.